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United States Bankruptcy Court Eastern District of Pennsylvania

In re: Case No. 22-10691-elf

Frances Espinosa Chapter 13

Debtor

CERTIFICATE OF NOTICE

District/off: 0313-2 User: admin Page 1 of 2
Date Rcvd: Sep 13, 2022 Form ID: pdf900 Total Noticed: 1

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Sep 15, 2022:

Recipi ID Recipient Name and Address

db Frances Espinosa, 823 Roslyn Avenue, Glenside, PA 19038-3806

TOTAL: 1

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

### BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, \*duplicate of an address listed above, \*P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

#### NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Sep 15, 2022 Signature: /s/Gustava Winters

#### CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on September 13, 2022 at the address(es) listed below:

Name Email Address

ALBERT J. SCARAFONE, JR.

on behalf of Debtor Frances Espinosa scarafone@comcast.net ascarafone@gmail.com;r39418@notify.bestcase.com

BRIAN CRAIG NICHOLAS

on behalf of Creditor LAKEVIEW LOAN SERVICING LLC bnicholas@kmllawgroup.com, bkgroup@kmllawgroup.com

KENNETH E. WEST

on behalf of Trustee KENNETH E. WEST ecfemails@ph13trustee.com philaecf@gmail.com

KENNETH E. WEST

ecfemails@ph13trustee.com philaecf@gmail.com

LILY CHRISTINA CALKINS

on behalf of Creditor Community Loan Servicing LLC as servicing agent for Lakeview Loan Servicing, LLC logsecf@logs.com,

lilychristinacalkins@gmail.com

MARIO J. HANYON

on behalf of Creditor Lakeview Loan Servicing LLC enote vesting-- Nationstar Mortgage LLC d/b/a Mr. Cooper

wbecf@brockandscott.com, mario.hanyon@brockandscott.com

REBECCA ANN SOLARZ

on behalf of Creditor LAKEVIEW LOAN SERVICING LLC bkgroup@kmllawgroup.com, rsolarz@kmllawgroup.com

District/off: 0313-2 User: admin Page 2 of 2 Date Rcvd: Sep 13, 2022 Form ID: pdf900 Total Noticed: 1

REBECCA ANN SOLARZ

on behalf of Creditor Community Loan Servicing  $\,$  LLC as servicing agent for Lakeview Loan Servicing, LLC bkgroup@kmllawgroup.com, rsolarz@kmllawgroup.com

STEPHEN R. STARKS

on behalf of Creditor Lakeview Loan Servicing LLC ryan.starks@brockandscott.com

United States Trustee

USTPRegion03.PH.ECF@usdoj.gov

TOTAL: 10

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Frances Espinosa <u>Debtor(s)</u>	CHAPTER 13
Lakeview Loan Servicing, LLC <u>Movant</u> vs.	NO. 22-10691 ELF
Frances Espinosa <u>Debtor(s)</u>	
Kenneth E. West Trustee	11 U.S.C. Section 362

#### **STIPULATION**

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is \$13,339.10, which breaks down as follows;

Post-Petition Payments: April 2022 through August 2022 at \$2,460.22/month

Fees & Costs Relating to Motion: \$1,038.00 **Total Post-Petition Arrears** \$13,339.10

- 2. The Debtor(s) shall cure said arrearages in the following manner;
- a). Beginning on September 2022 and continuing through August 2023, until the arrearages are cured, Debtor(s) shall pay the present regular monthly payment of \$2,460.22 on the mortgage (or as adjusted pursuant to the terms of the mortgage) on or before the first (1<sup>st</sup>) day of each month (with late charges being assessed after the 15<sup>th</sup> of the month), plus an installment payment of \$1,111.60 for September 2022 through July 2023 and \$1,111.50 for August 2023 towards the arrearages on or before the last day of each month at the address below;

Nationstar Mortgage LLC 350 Highland Drive Lewisville, TX 75067 Case 22-10691-elf Doc 40 Filed 09/15/22 Entered 09/16/22 00:34:04 Desc Imaged Certificate of Notice Page 4 of 5

b). Maintenance of current monthly mortgage payments to the Movant

thereafter.

- 3. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.
- 4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.
  - 5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.
- 6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.
- 7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.
- 8. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.
- 9. The parties agree that a facsimile signature shall be considered an original signature.

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Date: August 23, 2022		
	/s/ Rebecca A. Solarz, Esqui Rebecca A. Solarz, Esqui Attorney for Movant	
Date: 8/31/2022	/s/ Albert J. Scarafone, Jr., Albert J. Scarafone, Jr. Esq. Attorney for Debtor(s)	<u>Eqsuire</u>
Date: <u>9/8/2022</u>	/s/ LeRoy W. Etheridge, Eso Kenneth E. West, Esquire Chapter 13 Trustee	quire for *  *no objection to its terms,  without prejudice to any of  our rights and remedies
Approved by the Court this	day ofarding entry of any further order.	, 2022.
	Bankruptcy Judge	
	Eric L. Frank	